

ORIGINAL NEW APPLICATION
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AZ CORP COMMISSION
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October 25, 2005

Via Overnight Courier

Docket Control
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007-2927

T-20425A-05-0785

Re: *AmeriVon LLC*
Application and Petition for Certificate of Convenience and
Necessity to Provide Intrastate Telecommunications Services

Ladies and Gentlemen:

On behalf of AmeriVon LLC, transmitted herewith is an original plus thirteen (13) copies of its Application and Petition for Certificate of Convenience and Necessity to Provider Intrastate Telecommunications Services.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this filing, kindly contact the undersigned.

Respectfully submitted,

Jonathan S. Marashlian
Regulatory Counsel

JSM/sr
Enclosure

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items:

- ☒ Resold Long Distance Telecommunications Services (Answer Sections A, B).
- ☐ Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- ☐ Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- ☐ Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- ☐ Alternative Operator Services Telecommunications Services (Answer Sections A, B)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

AmeriVon LLC
800 Southwood Boulevard
Suite 212
Incline Village, NV 89451
Tel: 425-458-5760
Fax: 775-832-5355
Toll-Free: 888-473-0162
Internet: www.AmeriVon.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2): N/A

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Robert B. Segal
President & CEO
AmeriVon LLC
27 Skymeadow Road
Suffern, NY 10901
Tel: 845-406-3416
Fax: 845-362-1801
E-mail: RBSegal@AmeriVon.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Jonathan S. Marashlian
The Helein Law Group, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102
Tel: 703-714-1313
Fax: 703-714-1330
E-mail: jsm@thlglaw.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

Robert B. Segal
President & CEO
AmeriVon LLC
27 Skymeadow Road
Suffern, NY 10901
Tel: 845-406-3416
Fax: 845-362-1801
E-mail: RBSegal@AmeriVon.com

(A-7) What type of legal entity is the Applicant?

- ☐ Sole proprietorship
- ☐ Partnership: ____ Limited, ____ General, ____ Arizona, ____ Foreign
- ☒ Limited Liability Company: ____ Arizona, X Foreign
- ☐ Corporation: X "S", ____ "C", ____ Non-profit
- ☐ Domicile: ____ Arizona, ____ Foreign
- ☐ Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

(A-10) Indicate the geographic market to be served:



Statewide. (Applicant adopts statewide map of Arizona provided with this application).



Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Neither Applicant nor any of its officers or directors have been or are currently involved in any such proceedings.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.

3. Copy of the Court order, if applicable.

Neither Applicant nor any of its officers or directors have been or are currently involved in any such investigations.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

☒ Yes

☐ No

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

☒ For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☒ Yes

☐ No

If "No", continue to question (A-15).

☐ For Local Exchange Resellers, a \$25,000 bond will be recommended.

☐ Yes

☐ No

If "No", continue to question (A-15).

☐ For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☐ Yes

☐ No

If "No", continue to question (A-15).

☐ For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☐ Yes

☐ No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until your are advised to do so by the Hearing Division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:



Yes



No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

AmeriVon will resell the long distance telecommunications services of its underlying carriers, Mercury Telecom, Inc. and StarVox Communications, Inc.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

AmeriVon is authorized to provide service as a Long Distance Reseller in Utah, Washington, D.C. and Virginia.

AmeriVon has applications for Long Distance authority filed and pending in the following states:

Alabama
Florida
Michigan
North Carolina
Texas

Arizona
Georgia
Mississippi
Ohio
Wisconsin

California
Louisiana
New Mexico
South Carolina

AmeriVon is preparing and intends to file applications for Long Distance authority in the following states before the end of 2005:

Arkansas
Delaware
Illinois
Kansas
Maryland
Missouri
Nevada
Oklahoma
Rhode Island
Utah
West Virginia

Colorado
Hawaii
Indiana
Kentucky
Massachusetts
Montana
New Hampshire
Oregon
South Dakota
Vermont
Wyoming

Connecticut
Idaho
Iowa
Maine
Minnesota
Nebraska
New Jersey
Pennsylvania
Tennessee
Washington

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

AmeriVon is not currently offering telecommunications services.

A description of AmeriVon's Management Team is attached to this application as Attachment F.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

None.

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

☐ Yes

☒ No

If "No," explain why and give the date on which the Applicant began operations.

AmeriVon was formed on June 4, 2003, however, it did not obtain funding until recently. Furthermore, AmeriVon does not anticipate beginning active telecommunications operations until October 2005.

Applicant's financials are limited to the attached year-to-date and projected income statement, balance sheet and cash flow statement.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

Because Applicant does not have the type of financial information requested, for the reasons noted in B-1 above, included as Attachment D are Applicant's pro forma financials and projections.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Not Applicable.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

See Attachment E.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

☐

Yes

☐

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐

Yes

☐

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services for

the State of Arizona.

2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in the State of Arizona:

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ☒ Decision # 64178 Resold Long Distance
☐ Decision # 64178 Resold LEC
☐ Decision # 64178 Facilities Based Long Distance
☐ Decision # 64178 Facilities Based LEC

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59241:

☐ Yes ☐ No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

☐ Yes ☐ No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

☐ Yes ☐ No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

RB Segal
(Signature of Authorized Representative)

10/7/05
(Date)

Robert B. Segal
(Print Name of Authorized Representative)

President and CEO
(Title)

SUBSCRIBED AND SWORN to before me this 7th day of October, 2005

Christian G. Sampson
NOTARY PUBLIC

My Commission Expires 9/30/2006

CHRISTIAN G. SAMPSON
Notary Public, State of New York
No. 015A506643
Qualified in Rockland County
My Commission Expires Sept. 30, 2006

ATTACHMENT A

**CERTIFICATE OF GOOD STANDING (*See attached*)
& OWNERSHIP INFORMATION**

AmeriVon is a privately held limited liability corporation organized under the laws of the State of Nevada. AmeriVon is registered as a foreign limited liability corporation and is authorized to transact business in Arizona.

AmeriVon has two shareholders who together own 100% of the company. They are as follows:

AmeriVon Holdings LLC
800 Southwood Boulevard
Suite 212
Incline Village, NV 89451

Robert B. Segal
27 Skymeadow Road
Suffern, NY 10901

Ownership Interest - 80%

Ownership Interest – 20%

The following individuals and entities hold ownership interests greater than 10% in AmeriVon Holdings LLC, the minority owner of AmeriVon LLC:

Robert Anderson
115 Lake Avenue West
Suite 102
Kirkland, WA 98033

TMG LLC
6144 ½ Chesebro Road
Agoura Hills, CA 91301

Ownership Interest - 31%

Ownership Interest – 15%

DO NOT PUBLISH
THIS SECTION

1. The company name must contain an ending which may be "limited liability company," "limited company," or the abbreviations "L.L.C.", "L.C.", "LLC" or "LC". If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be signed by a manager, member or authorized agent.

2. Provide the name of the state or jurisdiction under whose laws your company was formed.

3. Provide the date on which your company organized in the state or jurisdiction under whose laws it was formed.

4. Provide the general character of business you plan to transact in Arizona.

5. The statutory agent must provide a street address. If statutory agent has a P.O. Box, then they must also provide a street address/location.

The agent must consent to the appointment by executing the consent.

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OCT 05 2005

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

APPLICATION FOR REGISTRATION
OF A FOREIGN LIMITED LIABILITY COMPANY

1. The name of the foreign limited liability company is:

AmeriVon LLC

- 1.a. If the exact name of the foreign limited liability company is not available for use in this state, then the fictitious name adopted for use by the limited liability company in Arizona is:

(FN)

2. The company is organized under the laws of: Nevada

(State)

3. The date of the company's formation is: June 4, 2003

4. The purpose of the company or the general character of business it proposes to transact in Arizona is:

Telecommunications Services

5. The name and street address of the statutory agent for the foreign limited liability company in Arizona is:

National Registered Agents, Inc.

1850 N. Central Avenue, Suite 1160

Phoenix, Arizona 85004

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

- I, National Registered Agents, Inc. having been designated to act as statutory
(Print Name)

agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Sue Johnson
[Signature] Sue Johnson, Asst. Secretary

National Registered Agents, Inc.

[If signing on behalf of a company serving as
statutory agent, print company name here]

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

Name:

Address:

City, State, Zip:

Attach a certificate of existence or document of similar import duly authenticated (within sixty (60) days) by the official having custody of corporate records in the state, province or county under whose laws the corporation is incorporated (AZ Const. Art. XIV, §8).

Your fax and phone number is optional.

7. If the jurisdiction under the law of which your company is formed, you must provide the address of the principle office of the company, in whatever state or jurisdiction it is located.

The application must be signed by a member, manager or duly authorized agent.

See A.R.S. §29-601 et seq. for more info.

LL0005
Rev. 09/04

6. Management

☒ Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Tod M. Turley

☒ member ☒ manager

800 Southwood Blvd., Suite 212

Incline Village, NV 89451

Robert B. Segal

☒ member ☒ manager

27 Skymeadow Road

Suffern, NY 10901

John E. Tyson

☒ member ☒ manager

800 Southwood Blvd., Suite 212

Incline Village, NV 89451

☐ member ☐ manager

☐ Management of the limited liability company is reserved to the members.

The names and addresses of each person who is a member are:

☐ member

☐ member

☐ member

☐ member

PHONE 425-458-5760

FAX 775-832-5355

7. The address of the office required to be maintained in the jurisdiction under the laws of which the company is organized, if required; or, if not required, the address of the principal office of the company is:
800 Southwood Boulevard, Suite 212

Incline Village, Nevada 89451

Executed this 3rd day of October, 2005.

RB Segal
[Signature]
Robert B. Segal, President/CEO

[Print Name] (Check One) ☒ Member ☐ Manager ☐ Authorized Agent

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **AMERIVON LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since June 4, 2003, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on September 30, 2005.



DEAN HELLER
Secretary of State

By

Certification Clerk

ATTACHMENT B

PROPOSED TARIFF

AmeriVon LLC

TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for resold interexchange telecommunication services provided by AmeriVon LLC, with principal offices at 800 Southwood Boulevard, Suite 212, Incline Village, Nevada 89451.

This tariff applies for services furnished within the state of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

Robert B. Segal, President/CEO
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE NO.	REVISION	PAGE NO.	REVISION
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		

Issued:

Effective:

Robert B. Segal, President/CEO
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

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Issued:

Effective:

Robert B. Segal, President/CEO
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Change in Rule or Regulation.
- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a customer's bill.
- (M) - Moved from another tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

Issued:

Effective:

Robert B. Segal, President/CEO
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 1 - TERMS AND ABBREVIATIONS

ACC - Refers to the Arizona Corporation Commission.

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company - AmeriVon LLC, unless otherwise indicated by the context.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

Subscriber - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Issued:

Effective:

Robert B. Segal, President/CEO
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

AmeriVon LLC offers intrastate interexchange service originating at specified points within the state of Arizona under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

Issued:

Effective:

Robert B. Segal, President/CEO
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451

SECTION 2 - RULES AND REGULATIONS

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with AAC R14-2-507 and any other applicable law.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS**2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.8 Cancellation by the Company

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services:

- 2.8.1 For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,
- 2.8.2 For violation of any of the provisions of this tariff,
- 2.8.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- 2.8.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

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SECTION 2 - RULES AND REGULATIONS**2.11 Payment for Service**

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the ACC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

AmeriVon LLC
800 Southwood Boulevard, Suite 212
Incline Village, Nevada 89451
(888) 473-0162
RBSegal@AmeriVon.com

Customers who are dissatisfied with the response to their complaint may contact the Arizona Corporation Commission for resolution of the issues at the following address:

Arizona Corporation Commission

Phoenix Office:
1200 W. Washington St.
Metro Phoenix, AZ 85007
(602) 542-4251
(800) 222-7000 (AZ residents only)

Tucson Office:
400 W. Congress, Room 218
Metro Tucson, AZ 85701-1347
(520) 628-6550
(800) 535-0148 (AZ residents only)

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SECTION 2 - RULES AND REGULATIONS

2.12 Other Rules

2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the ACC and the Federal Communications Commission.

2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.13 800 Numbers

2.13.1 The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

2.13.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (e.g., "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.13.3 800 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800 service provider for 800 numbers dedicated to the sole use of that single Customer.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 General Description of Rates and Charges****3.1.1 Application of Charges**

Long Distance Communications Service includes recurring and non-recurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

3.1.2 Taxes

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

3.1.2.1 Arizona Universal Service Fund:

0.1565% of all invoiced intrastate charges, not including certain taxes.

3.1.3 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.2 Timing of Calls

- 3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3** The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- 3.2.4** The Company will not bill for incomplete calls.

3.3 Special Access Channels

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. The Company will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

3.4 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 98% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.5 AmeriVon Basic Plan****3.5.1 Basic Interstate**

AmeriVon Basic Interstate Plan is a telecommunications service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments. A monthly service fee applies.

Per Minute Rate: \$0.05

Monthly Service Fee: \$2.99

3.5.2 Basic Interstate Out of Home Card

AmeriVon Basic Interstate Out of Home Card is a travel card service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments.

Per Minute Rate: \$0.06

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

3.6.1 Public Telephone Surcharge

Rate per Call	\$0.30
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SECTION 4 - MISCELLANEOUS

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges will vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 6 - CONTRACT SERVICES**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Arizona Corporations Commission.

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ATTACHMENT C

AFFIDAVIT OF PUBLICATION FORM - *To Be Supplied*

(NOTE: Legal Notices to Be Published at Direction of Hearing Division)

ATTACHMENT D

FINANCIAL INFORMATION

AmeriVon is a start-up company, funded entirely through the investments of the company's President and CEO, Robert B. Segal, and other private investors. AmeriVon's initial funding exceeds \$6 million in start-up capital. Attached is a copy of AmeriVon's financial statements, including projected income statement, balance sheet and cash flow statement.

As evidenced by the financial statements, Petitioner possesses more than adequate financial resources to provide resold competitive telecommunications services in Arizona.

Income Statement

	Actual FYE June 30,				Estimated	Projected FYE December 31,							
	1999	2000	2001	2002	2003	2004	2005P	2006P	2007P	2008P	2009P	2010P	2011P
<i>in thousands</i>													
Revenues							\$1,206	\$27,242	\$88,632	\$173,598	\$294,483	\$482,628	\$530,891
Cost of Services							952	20,143	65,045	126,388	214,350	351,031	386,134
Gross Profit	0	0	0	0	0	0	254	7,099	23,587	47,210	80,132	131,598	144,757
Selling							211	5,095	11,503	19,464	31,298	49,738	54,557
G&A	0	0	0	0	0	0	0	0	0	0	0	0	0
EBITA	0	0	0	0	0	0	42	2,004	12,084	27,746	48,834	81,860	90,200
EBITDA	0	0	0	0	0	0	42	2,004	12,084	27,746	48,834	81,860	90,200
Depreciation	0						0	0	0	0	0	0	0
Organizational Expenses													
Non-Compete	0	0	0	0	0	0	0	0	0	0	0	0	0
Goodwill	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0
EBIT (Operating Income)	0	0	0	0	0	0	42	2,004	12,084	27,746	48,834	81,860	90,200
Interest Expense:													
Revolver	0	0	0	0	0	0	0	0	0	0	0	0	0
Term Loan	0	0	0	0	0	0	120	120	82	0	0	0	0
Existing Debt							0	0	0	0	0	0	0
Subordinated Debt	0	0	0	0	0	0	24	24	24	24	24	24	24
Seller Note	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Interest	0	0	0	0	0	0	144	144	106	24	24	24	24
Interest Income	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Income/(Expense)	0	0	0	0	0	0	0	0	0	0	0	0	0
Stockholder Bonus	0	0	0	0	0	0	0	0	0	0	0	0	0
Earnings Before Taxes	0	0	0	0	0	0	(102)	1,860	11,978	27,722	48,810	81,836	90,176
Income Tax Expense	0	0	0	0	0	0	(41)	744	4,791	11,089	19,524	32,734	36,071
Net Income	0	0	0	0	0	0	(61)	1,116	7,187	16,633	29,286	49,101	54,106
Dividends													
Retained Earnings													
Calculation of Adjusted Net Income:													
Earnings Before Taxes	0	0	0	0	0	0	(102)	1,860	11,978	27,722	48,810	81,836	90,176
Add: Goodwill	0	0	0	0	0	0	0	0	0	0	0	0	0
Adjusted EBT	0	0	0	0	0	0	(102)	1,860	11,978	27,722	48,810	81,836	90,176
Income Tax Expense	0	0	0	0	0	0	(41)	744	4,791	11,089	19,524	32,734	36,071
Adjusted Net Income	0	0	0	0	0	0	(61)	1,116	7,187	16,633	29,286	49,101	54,106

Balance Sheet

Scenario: Base Case

in thousands	Actual FYE June 30,						Transaction		Projected FYE December 31,						
	1999	2000	2001	2002	2003	2004	Debits	Credits	Opening	2005P	2006P	2007P	2008P	2009P	2010P
ASSETS															
Cash & Equivalents (1)	\$0	\$0	\$0	\$0	\$0	\$0	\$250	\$0	\$250	\$341	\$1,559	\$6,344	\$17,132	\$32,409	\$58,017
Accounts Receivable	0	0	0	0	0	0	0	0	0	0	227	739	1,447	2,454	4,022
Commissions receivable	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Inventories	0	0	0	0	0	0	5,757	0	5,757	5,600	4,678	2,398	684	1,144	1,784
Prepaid Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Current Assets	0	0	0	0	0	0	6,007	0	6,007	5,942	6,464	9,481	19,263	36,007	63,823
Net Fixed Assets															
Property and equipment, net	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Notes receivable	0	0	0	0	0	0	200	0	\$200	171	0	0	0	0	0
Other Assets	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Organizational Expenses	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Non-Compete	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Goodwill	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Total Non-Current Assets	0	0	0	0	0	0	200	0	\$200	171	0	0	0	0	0
TOTAL ASSETS	\$0	\$0	\$0	\$0	\$0	\$0	\$6,207	\$0	\$6,207	\$6,113	\$6,464	\$9,481	\$19,263	\$36,007	\$63,823
LIABILITIES															
Accounts Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13	\$280	\$903	\$1,755	\$2,977	\$4,875
Accrued Expenses	0	0	0	0	0	0	0	0	\$0	10	201	650	1,264	2,144	3,510
Note Payable	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Taxes Payable	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Deferred Revenue	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Receivables financing arrangement	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Other current liabilities	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Commissions Payable	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Bonus Payable	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Total Current Liabilities	0	0	0	0	0	0	0	0	\$0	23	481	1,554	3,019	5,121	8,386
Debt:															
Revolver	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Term Loan	0	0	0	0	0	0	0	2,401	\$2,401	2,314	1,649	0	0	0	0
Existing Debt	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Subordinated Debt	0	0	0	0	0	0	0	400	\$400	400	400	400	400	400	400
Seller Note	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Total Debt	0	0	0	0	0	0	0	2,801	\$2,801	2,714	2,049	400	400	400	400
Deferred Taxes	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Other Liabilities	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
TOTAL LIABILITIES	0	0	0	0	0	0	0	2,801	2,801	2,737	2,530	1,954	3,419	5,521	8,786
SHAREHOLDERS' EQUITY															
St/Pr Preferred	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Convertible Preferred	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Additional paid-in capital	0	0	0	0	0	0	0	0	\$0	0	0	0	0	0	0
Common Stock	0	0	0	0	0	0	0	3,406	\$3,406	3,406	3,406	3,406	3,406	3,406	3,406
Retained Earnings/(Deficit)	0	0	0	0	0	0	0	0	\$0	(30)	528	4,121	12,438	27,081	51,632
Total Shareholders' Equity	0	0	0	0	0	0	0	3,406	\$3,406	3,375	3,934	7,527	15,844	30,487	55,038
LIABILITIES & NET WORTH	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,207	\$6,207	\$6,113	\$6,464	\$9,481	\$19,263	\$36,007	\$63,823

Parity Check

0	0	0	0	0	0	0	-6,207	6,207	0	0	0	0	0	0	0
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Cash Flow

Scenario: Base Case

AmeriVon LLC

	Actual FYE June 30,					Projected FYE December 31,								
	1999	2000	2001	2002	2003	2004	2005P	2006P	2007P	2008P	2009P	2010P	2011P	
<i>in thousands</i>														
Net Income	\$0	\$0	\$0	\$0	\$0	\$0	(\$61)	\$1,116	\$7,187	\$16,633	\$29,286	\$49,101	\$54,106	
Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	0	
Organizational Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	
Non-Compte	0	0	0	0	0	0	0	0	0	0	0	0	0	
Provison for doubtful accounts	0	0	0	0	0	0	0	0	0	0	0	0	0	
Goodwill	0	0	0	0	0	0	0	0	0	0	0	0	0	
Stock options granted to non-employees and stock issued for services	0	0	0	0	0	0	0	0	0	0	0	0	0	
Accrued Interest	0	0	0	0	0	0	0	0	0	0	0	0	0	
Deferred Income Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0	
Dividends	0	0	0	0	0	0	30	(558)	(3,593)	(8,317)	(14,643)	(24,551)	(27,053)	
Funds from Operations	0	0	0	0	0	0	(30)	558	3,593	8,317	14,643	24,551	27,053	
Accounts Receivable	0	0	0	0	0	0	0	(227)	(512)	(708)	(1,007)	(1,568)	(402)	
Inventories	0	0	0	0	0	0	157	922	2,279	1,714	(460)	(640)	(178)	
Prepaid Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	
Accounts Payable	0	0	0	0	0	0	13	267	624	852	1,222	1,898	488	
Accrued Expenses	0	0	0	0	0	0	10	192	449	613	880	1,367	351	
Taxes Payable	0	0	0	0	0	0	0	0	0	0	0	0	0	
Deferred Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	
Commissions Payable	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Change in Working Capital	0	0	0	0	0	0	179	1,154	2,840	2,472	634	1,057	258	
Cash Flow From Operations	0	0	0	0	0	0	149	1,712	6,434	10,789	15,277	25,608	27,311	
Less: Capital Expenditures	0	0	0	0	0	0	0	0	0	0	0	0	0	
Free Cash Flow	0	0	0	0	0	0	149	1,712	6,434	10,789	15,277	25,608	27,311	
(Inc)/Dec in Other Assets							29	171	0	0	0	0	0	
Inc/(Dec) in Deferred Taxes							0	0	0	0	0	0	0	
Inc/(Dec) in Other Liabilities							0	0	0	0	0	0	0	
Dividends							0	0	0	0	0	0	0	
Cash Available For Debt Repayment	0	0	0	0	0	0	178	1,883	6,434	10,789	15,277	25,608	27,311	
Debt Amortization:														
Term Loan							(86)	(666)	(1,649)	0	0	0	0	
Existing Debt							0	0	0	0	0	0	0	
Convertible Preferred							0	0	0	0	0	0	0	
Subordinated Debt							0	0	0	0	0	0	0	
Seller Note							0	0	0	0	0	0	0	
Total Amortization	0	0	0	0	0	0	(86)	(666)	(1,649)	0	0	0	0	
Cash Flow After Debt Repayment	0	0	0	0	0	0	91	1,217	4,785	10,789	15,277	25,608	27,311	
Increase in Revolver							0	0	0	0	0	0	0	
Decrease in Revolver							0	0	0	0	0	0	0	
Cash to Balance Sheet	0	0	0	0	0	0	91	1,217	4,785	10,789	15,277	25,608	27,311	
Beginning Cash							250	341	1,559	6,344	17,132	32,409	58,017	
Ending Cash							341	1,559	6,344	17,132	32,409	58,017	85,328	

ATTACHMENT E

PROJECTED REVENUE, EXPENSES AND ASSET VALUES

Applicant currently has no assets in Arizona. Therefore, the value of all assets in Arizona is zero.

See Attachment D for Revenue Projections and Expenses.

ATTACHMENT F

**MANAGEMENT TEAM
PROFILE & BIOS**

Tod M. Turley
Chairman

Robert B. Segal
President & CEO

John E. Tyson
Chief Financial Officer & Secretary

David Keysor
Vice President

Management Biographies

Tod Turley, Chairman

Mr. Turley was the Senior Vice President, Business Development of AmeriVon from 2001 to 2003. Since 2003, he has served as the CEO. Previously, Mr. Turley was the co-founder and Senior Vice President of Encore Wireless, Inc. (private label wireless service provider). Earlier, he served for 13 years as a corporate attorney and executive with emerging growth companies in the telecommunications industry. He currently serves as a Director on a number of Boards, including Wireless Advocates and The Wright Company (Financial Services Advisory Company).

Robert B. Segal, President and Chief Executive Officer

Mr. Segal joined AmeriVon LLC as President and CEO. Mr. Segal founded Segal & Co. Incorporated, a merchant and investment banking firm to invest in and assist companies with their strategic development, growth and financing. Recently, Segal & Co. provided start-up capital and strategic and financial planning to Oceanic Digital Communications, a mobile wireless telecommunications operator in the Caribbean and Latin America, where Mr. Segal served as Chairman and CEO. Segal & Co. has provided financial advisory services including arranging private equity and debt financing for a variety of companies, including CLECs, wireless communications, teleservices, entertainment and paging companies. Segal & Co. has invested in private equity positions in selected situations. Mr. Segal provided investment banking services at Smith Barney & Co. from 1975 to 1989, rising to a Managing Director and head of Smith Barney's Mid-Atlantic region. In 1989, he committed his full attention to developing Segal & Co. to provide investment banking services to high growth companies in return for fees paid in cash and the opportunity to invest in private equity securities of clients. Since 1989, he has operating Segal & Co. on a stand-alone basis and through a series of joint ventures with C.J. Lawrence, Morgan Grenfell Incorporated, Charterhouse Inc. and Lepercq, de Neuflize Incorporated. Between 1995 and 1997, Mr. Segal has served as head of the Corporate Finance Group of Lepercq, de Neuflize, an investment banking firm. From 1992 through 1995 he was the senior investment banker at Charterhouse Inc. From 1989 through 1991, he was Managing Director of C.J. Lawrence, Morgan Grenfell. At Smith Barney, Mr. Segal led investment banking deal terms to buy and sell divisions of large companies as private equity leveraged buy-out transactions on behalf of clients. Mr. Segal's investment banking experience extends over three decades and includes numerous transactions ranging from cross-border mergers and acquisitions and financing, to leveraged buyouts and public and private debt and equity financings, project finance, derivatives, initial public offerings and tax-exempt bonds. His varied industry expertise ranges from telecommunications to building materials, chemicals, environment, leisure, natural resources and technology to food and paper and forest products. Mr. Segal is a graduate of the Harvard Business School and the University of Manitoba.

John E. Tyson, Chief Financial Officer and Secretary

Mr. Tyson joined AmeriVon Holdings LLC, in 2005, as its President. Previously and for 15 years, Tyson was the Chairman & CEO of Compression Labs, Inc. (CLI), a NASDAQ company and a world leader in the development of Video Communications Systems. CLI pioneered the development of compressed digital video, interactive videoconferencing, and digital broadcast television, including the systems used in today's highly successful Hughes DirecTV DTH entertainment network (now worth \$32+ billion). Prior to CLI, Mr. Tyson held executive management positions with AT&T,

General Electric, and General Telephone & Electronics. Since CLI, Mr. Tyson has been the President of Xplane Corporation (information design firm using visual maps to make complex processes easier to understand), Corporate Visions (sales consulting) and founder/CEO of etNetworks (IT training via satellite directly to the Desktop PC). He has served as a Board Member of several companies, including The Wright Company, founder of the Sierra Angels (Investment Fund), is an Advisory Board Member of the University of Nevada Engineering School, and is a Trustee for the Sierra Nevada College.

David Keysor, Vice President, Sales and Marketing

Mr. Keysor joined AmeriVon in 2003. Previously Mr. Keysor was a Director of Marketing and Business Development for Siebel Systems, Inc. Earlier, he was director of Marketing for Nextel Communications, Inc. and Vice President of Sales and Marketing for Prime Matrix Wireless Communications, Inc.